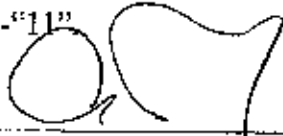


2. Supplemental Rule E(4)(f) calls for a "prompt hearing" on an application to vacate maritime attachments. Local Admiralty and Maritime Rule E.1 provides that an adversary hearing following arrest or attachment under Supplemental Rule E(4)(f) shall be conducted by a judicial officer within three court days, unless otherwise ordered. Defendant, SGL Shipping's wire transfers in the presently known amounts of \$568,092.32 and \$81,041.22 have been attached on the apparent grounds that defendant Sinoriches Global Ltd. ("Sinoriches") is indebted to Plaintiff and Sinoriches is "a/k/a" SGL Shipping. As evidenced by the attachments, SGL Shipping has no connection with Sinoriches. Furthermore, the Amended Complaint on which these allegations were made, was not verified as required by Supplemental Rule B(1)(a). SGL Shipping therefore moves, on order to show cause, under Supplemental Rule E(4)(f) and Local Admiralty Rule E.1, for an order vacating the attachments and dismissing the case against it. No prior application for this relief has been made.

3. Attached as Exhibit "A" is a copy of the First Amended Complaint alleging, on information and belief in the preamble, that Sinoriches is "a/k/a" SGL Shipping.

4. Attached as Exhibit "B" is a declaration of Guoxian Yang of SGL Shipping made under penalty of perjury of the laws of the United States in accordance with 28 U.S. Code § 1746, together with its attached Exhibits "1"-"11"


Armand M. Paré, Jr. (AP 8575)

Sworn to and subscribed to before
me this 17 day of October, 2007.

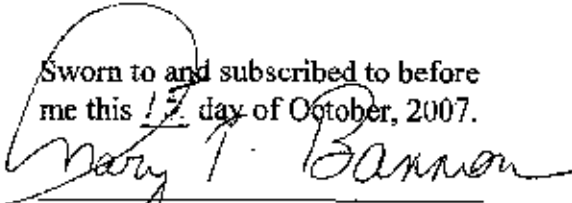

Notary Public MARY T. BANNON
Notary Public, State of New York
No. 018A4785995 2
Qualified In New York County
Commission Expires February 28, 2010

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CALDER SEACARRIER CORP.,

Plaintiff,

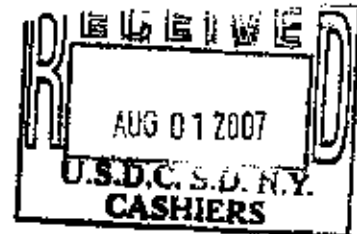
-against-

**VIKING MARINE S.A. and SINORICHES
GLOBAL LTD, a/k/a SGL SHIPPING
LIMITED,**

Defendants.

07 CV 6520 (LAK)

FIRST AMENDED COMPLAINT



PLEASE TAKE NOTICE that Plaintiff, CALDER SEACARRIER CORP., ("CALDER"), by its attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendants, VIKING MARINE S.A. ("VIKING") and SINORICHES GLOBAL LTD, a/k/a SGL SHIPPING LIMITED ("SINORICHES"), alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's diversity, pendent, supplementary and ancillary jurisdiction.
2. Plaintiff is a legal entity duly organized and existing pursuant to the laws of a foreign country.
3. Defendant VIKING is a business entity organized and existing pursuant to the laws of a foreign country with offices and a place of business located at c/o PRIAMOS MARITIME S.A., 72-74, Marathonos Str., 16673 Panorama Voulas, Athens, Greece.
4. Defendant SINORICHES is a business entity organized and existing pursuant to

"A"

the laws of a foreign country.

AS AND FOR CLAIMS AGAINST DEFENDANT VIKING

5. On or about June 6, 2007, Plaintiff, as charterer, and Defendant VIKING, as owner, entered into a charter agreement for the use of the M/V VERA.

6. Plaintiff complied with each and every requirement imposed by the agreement between the parties.

7. Defendant VIKING wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject charter agreement by, *inter alia*, failing to provide the said vessel, as per the terms of the charter agreement.

8. Defendant VIKING wrongfully, willfully, negligently, and/or fraudulently interfered with Plaintiff's right to enter into contracts relating to the use of the M/V VERA.

9. As a result of Defendant's breach of the subject charter agreement and tortuous interference with Plaintiff's right to contract, Plaintiff has incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the charter agreement and at law.

10. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject charter agreement and violated Plaintiff's rights under the law.

11. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's damages due and owing under the charter agreement and at law.

12. Pursuant to the charter agreement, disputes are to be settled by arbitration, and arbitration between Plaintiff and Defendant is underway, accordingly.

13. Under the rules of such arbitration, interest, costs, and attorneys' fees are routinely awarded to the prevailing party.

14. As a result of Defendant's breach of the charter agreement and violation of Plaintiff's rights under the law, Plaintiff has sustained damages, and, as best as can now be estimated, Plaintiff expects to recover the following amounts, exclusive of interest, by way of arbitral award:

Principal Claim	\$721,286.31
Attorneys' and Expert's Fees,	\$250,000.00
Arbitration Expenses	\$100,000.00
Total	\$1,071,286.31

15. Plaintiff notes that the above claim figures constitute estimates derived from the information currently available and reserves the right to amend or adjust same in the event that newly discovered facts demand such amendment.

16. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

17. All conditions precedent required of Plaintiff in the aforesaid charter agreement have been performed.

AS AND FOR A CLAIM AGAINST DEFENDANT SINORICHES

18. On or about June 7, 2007, Plaintiff, as entitled to do so under its Charter with VIKING, and Defendant SINORICHES, as shipper, entered into a contract of affreightment ("fixture agreement") for the shipment of a cargo of steel products on board the M/V VERA.

19. Plaintiff complied with each and every requirement imposed by the agreement between the parties.

20. Defendant SINORICHES wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject contract of affreightment by, *inter alia*, failing to pay freight, demurrage, port fees and other associated costs.

21. As a result of Defendant's breach of the fixture agreement Plaintiff has incurred, and will continue to incur costs and expenses for which Defendant is liable under the terms of the charter agreement and at law.

22. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject fixture agreement and violated Plaintiff's rights under the law.

23. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's

damages due and owing under the contract of affreightment and at law.

24. Pursuant to the contract of affreightment, disputes are to be settled by arbitration, and arbitration between Plaintiff and Defendant has been commenced or will shortly be commenced.

25. Under the rules of such arbitration, interest, costs, and attorneys' fees are routinely awarded to the prevailing party.

26. As a result of Defendant's breach of the fixture agreement and violation of Plaintiff's rights under the law, Plaintiff has sustained damages, and, as best as can now be estimated, Plaintiff expects to recover the following amounts, exclusive of interest, by way of arbitral award:

Principal Claim	\$1,600,684.00
Attorneys' and Expert's Fees	\$250,000.00
Arbitration Expenses	\$100,000.00
Total	\$1,950,684.00

27. Plaintiff notes that the above claim figures constitute estimates derived from the information currently available and reserves the right to amend or adjust same in the event that newly discovered facts demand such amendment.

28. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

29. All conditions precedent required of Plaintiff in the aforesaid contract of affreightment have been performed.

AS AND FOR ALLEGATIONS IN SUPPORT OF RULE B ATTACHMENT

30. Defendants VIKING and SINORICHES cannot be found, within the meaning of Rule B of the Federal Rules of Civil Procedure Supplemental Rules for Certain Admiralty and Maritime Claims, within this District, but, upon information and belief, Defendants have or will have during the pendency of this action, assets within this District and subject to the

jurisdiction of this Court held in the hands of garnishees including, but not limited to, Bank of America, Bank of New York, Citibank, HSBC Bank USA N.A., J.P. Morgan Chase, Standard Chartered Bank, Siam Commercial Bank, Wachovia Bank N.A., Deutsche Bank AG, ABN AMRO Bank N.V. and/or DBS Bank Ltd, which are believed to be due and owing to Plaintiff.

31. For the purpose of obtaining personal jurisdiction over Defendants and securing Plaintiff's claim as described above, Plaintiff seeks and order from this Court directing the Clerk of the Court to issue process of maritime attachment and garnishment pursuant to Rule B of the Federal Rules of Civil Procedure Supplemental Rules for Certain Admiralty and Maritime Claims and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., restraining and attaching any assets, cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit freights, sub-freights, charter hire, sub-charter hire, and/or other assets belonging to, due or for the benefit of Defendants, including but not limited to such assets as may be held, received or transferred in its own name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking institutions including but not limited to the aforesaid garnishees and/or any other garnishee upon whom a copy of the Process of Maritime Attachment and Garnishment may be served.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against Defendants VIKING and SINORICHES, citing them to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That, since Defendants cannot be found in this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Court directs the Clerk of the Court to issue an order, pursuant to Rule B of the Federal Rules of Civil Procedure Supplemental Rules for Certain Admiralty and Maritime Claims and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., restraining and attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including but not limited to the Bank of America, Bank of New York, Citibank, HSBC Bank USA N.A., J.P. Morgan Chase,

Standard Chartered Bank, Siam Commercial Bank, Wachovia Bank N.A., Deutsche Bank AG, ABN AMRO Bank N.V., DBS Bank Ltd., and/or any other garnishee upon whom a copy of the Process of Maritime Attachment and Garnishment may be served, in the amount of \$1,071,286.31 (VIKING) and \$1,950,684.00 (SINORICHES) to secure Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and answer the matters alleged in the Complaint;

C. That the Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof.

D. That Plaintiff has such other and further relief as this Honorable Court may deem just and proper.

Dated: New York, NY

August 1, 2007

Respectfully submitted,

MAHONEY & KEANE, LLP.
Attorneys for Plaintiff
CALDER SEACARRIER CORP.

By: 

Garth S. Wolfson (GW 7700)
111 Broadway, 10th Floor
New York, NY 10006
Tel. (212) 385-1422
Fax (212) 385-1605
Our File No. 12/3437

SERVICE LIST

VIKING MARINE S.A.
c/o PRIAMOS MARITIME S.A., 72-74,
Marathonos Str., 16673 Panorama Voulas,
Athens, Greece

SINORICHES GLOBAL LTD a/k/a SGL
SHIPPING LIMITED

Exhibit B

DECLARATION

Mr. Guoxian Yang states:

1. I am the General Manager of SGL Shipping Limited ("SGL Shipping"). I read and speak English and have prepared this declaration, based on my own knowledge, with the help of SGL shipping's attorneys including assistance with English translations.
2. SGL Shipping is incorporated under the laws of Hong Kong and has offices and bank accounts there and in Mainland China. SGL Shipping is a small business. It has four employees: myself, Mr. Shen Huawei, Ms. Lin Ling and Ms. Zheo Xia. Three of us are co-managers of the company, Mr. Shen Huawei, myself (Guoxian Yang) and Ms. Lin Ling. The origin of the name SGL Shipping comes from our names (Shen, Guoxian and Lin).
3. SGL Shipping has 3 main types of business. First, SGL Shipping enters into charter parties as a principal. Second, SGL Shipping acts as broker in chartering of vessels by others. Third, SGL Shipping acts as agent for other companies in the transfer of foreign exchange payments as part of its normal daily business.
4. Two examples of SGL Shipping entering into charter parties as principal is (1) the charter party fixture note dated July 17, 2007 between SGL Shipping, as disponent owner, and Virgil Honesty (HK) Enterprises Co. Ltd., as charterer, for part cargo on the vessel M/V SALAMANCA attached as Exhibit "1" and (2) charter party fixture note between SGL Shipping, as disponent owner, and Steelforce Far East Ltd., as charterer, of another part cargo on same vessel attached as Exhibit "2".

Guoxian Yang

5. Another business of SGL Shipping is acting as agent for transfer of foreign exchange funds. Payment of freight and other amounts by foreign exchange payments to international shipping companies is restricted in China. Chinese cargo interests, for example, cannot generally send foreign exchange payments freely at any time, unless two requirements are satisfied, namely, a. the owners of goods shall be authorized by Ministry of Foreign Economic Trade to conduct import and export operations; b. the owners of goods shall provide such documents to banks, viz application for funds transfers (overseas), original freight invoice, relevant charter party, original bill of lading and taxation certificate.

The foregoing requirements usually cause inconvenient and troublesome to owners of goods, since the payment together with the above documents shall be checked and approved by designated banks dealing with foreign exchanges. The procedure of examination is complex and strict, and consequently will take some time for owners of goods to rectify their documents or information in case the bank considers it wrongful or improper. Also, owners of goods are eager to obtain bills of lading as soon as possible, therefore, in practice, more owners of goods would like to pay freight through their agent or broker to save time ahead, and then reimburse the fund together with commission. Usually, such funds may be sent through companies like SGL Shipping who are incorporated and have bank facilities outside Mainland China. Transfer of foreign exchange payments for others by companies like SGL Shipping is therefore a normal daily business activity. Attached as Exhibit "3" are examples of SGL Shipping acting for various companies in transferring funds.

GUOXIN YANG

6. I understand Calder Seacarrier Corp. ("Calder") claims in its First Amended Complaint (Exhibit "4") that it is owed \$1,950,684 by Sinoriches Global Ltd. ("Sinoriches") on a fixture agreement for the vessel M/V VERA. I also understand Calder claims that Sinoriches and SGL Shipping are a single company operating under two different names. This is not true. SGL Shipping has no corporate relationship either directly or indirectly with Sinoriches. SGL Shipping has never gone by the name of Sinoriches. Sinoriches, a company known to me, has never gone by the name of SGL Shipping and Calder's allegation that Sinoriches is also known as SGL Shipping is incorrect.

7. In the case of the M/V VERA, SGL Shipping became involved but not for Sinoriches. The M/V VERA was subchartered by a booking note from Sinoriches, as owner, to Shanghai Fareast International Shipping Co., Ltd. ("Shanghai Fareast"), as charterer. The booking note is attached as Exhibit "5". Shanghai Fareast requested that SGL Shipping arrange freight payments, which is part of SGL Shipping's normal and routine business, to the owners of that vessel. I understand Shanghai Fareast had been asked by Sinoriches to pay some of the booking note freight directly to the vessel owners and the balance directly to Sinoriches. Again this transfer of funds by SGL Shipping on behalf of Shanghai Fareast to the owners of the M/V VERA in Greece is a routine business event for SGL Shipping which acts for many companies to transfer funds in this way.

8. Calder has attached a wire transfer of \$568,118.32 made by SGL Shipping because of the Calder claim against Sinoriches. In that wire transfer, SGL Shipping acted

12, 30 x 12w Y 12w

in its normal role as transfer agent (SGL also acted as a limited type of broker in that charter by introducing the parties but not getting involved in fixture negotiations) for BTB International Trading & Transportation Co. Ltd. ("BTB International") who chartered the PARADISE ISLAND from Allied Maritime Inc. as owner. BTB International requested SGL Shipping to transfer a freight payment in the amount of \$568,118.32 to Allied Maritime Inc. in Athens, Greece. Attached is Exhibit "6" the BTB International/Allied Maritime charter party fixture. Attached as Exhibit "7" is a copy of the BTB/Allied freight invoice. Attached as Exhibit "8" is a copy of PARADISE ISLAND mate receipts showing shipper of cargo as Dalian Dongzhan Group Co. Ltd. and notify party as Productos de Acero Cassado S.A. BTB International is a Chinese company located in Shanghai and asked SGL Shipping to transfer payments. Since SGL Shipping was the originator of this wire transfer, these funds were seized by Calder for its claim against Sinoriches. BTB has not reimbursed SGL Shipping for its attempted payment of these funds and therefore SGL Shipping has lost use of the funds because of the Calder attachment. There is no connection between the PARADISE ISLAND transfer (and parties to that charter) and Sinoriches.

9. SGL Shipping received Exhibit "9" from Calder's attorneys advising that Calder has restrained this PARADISE ISLAND transfer in the amount of \$568,092.32. This is the above wire transfer by SGL Shipping for BTB International with \$26 deducted as a banking charge.

10. In addition to attachment of \$568,092.32, attorneys for Calder have advised they have attached a further transfer of \$81,041.22 to SGL Shipping (Exhibit "10"). This

... m... Y/r

amount was being transferred to SGL Shipping as freight payment from Steel Force Far East Ltd. for the charter fixture contained in Exhibit "2" in which SGL Shipping is disponent owner. Attached as Exhibit "11" is a copy of the freight invoice for this \$81,041.22 freight payment. Again, this charter and freight payment (and parties to charter) have nothing to do with Sinoriches and SGL Shipping have lost use of these funds.

11. SGL Shipping has no business dealings with New York.

12. In conclusion, there is no direct or indirect corporate relationship between SGL Shipping and Sinoriches. There is also no connection between the freight payment for the PARADISE ISLAND made by SGL Shipping for BTB International of \$568,092.32 (and parties to that charter) and Sinoriches and this transfer has been improperly attached by Calder. There is also no connection between the freight payment of \$81,041.22 made by Steel Force Far East Ltd. to SGL Shipping on the SALAMANCA charter fixture which has also been improperly attached by Calder. SGL Shipping submits there is no basis for any claim that SGL Shipping and Sinoriches are related companies or the same company with two names and the order of attachment which treats them as the same company and the above attached amounts should be vacated so that SGL Shipping can continue its normal business both as transfer agent and as principal in charter parties receiving freight which is now seriously disrupted.

13. Due to the wrongful attachment of Calder, SGL has suffered tremendous losses. For instance, SGL not only lost the use of funds attached, but also faced the risk of making the payment of equivalent freight once more. SGL has also lost many business

... mm! YHN

opportunity caused by attachment since many clients consider it unsafe for SGL to arrange remittance acting for them or do business with them.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

GUOXIAN YANG
Guoxian Yang

Dated: Shanghai, China
October 12, 2007

Exhibit 1

(Yang Declaration)

Exhibit 1
(Yang Declaration)

FROM:

FAX NO.:

Jul. 19 2004 23:41 P3

D38

FIXTURE NOTE

The following shipment has been agreed today July 17, 2007 between the undersigned parties messrs "VIRGILHONESTY(HK) ENTERPRISES CO., LTD" as charterers and Messr "SGL SHIPPING LIMITED" as owner:

Performing vsl : M/V Salamanca
SDBC

Panama Flag Built 2000
46,743 MT Dwt on 11,671 M ssw
Lca/Beam: 183.0M / 31.0M
GRT 26,084 / NRT 15,577
A.D.A

For and on behalf of
VIRGILHONESTY (HK) ENTERPRISES CO., LIMITED
捷報(香港)企業有限公司

Authorized Signature

for

fixture, negos to be kept strictly private & confidential

Cargo: Light Narrow Rails abt 85mt, 8-10m, 40bundles, 20cbm
St R-Bar 150-190mt, no more than 11.5m, 50-70cbm

TTL: 230-280mt, 70-90cbm

part cargo allowed ,under deck stowage allowed

= 1 SPB Xingang , China / 1 SPB Callao ,Peru
owners berth bends

= laycan : 25/JULY—5/AUG 2007

= CQD loading n discharge

If at loading / discharging Port/s the vessel, having arrived, is unable to load / discharge due to shippers / receivers / their agents cargo documentation not being ready or in order or the shipper / receiver / their agents are unable to deliver / receive the said cargo, then any time lost to be for Charterers account and detention will accrue and fall due day by day at the rate of USD 35000 per day, pro rata and shall be paid within 3 days after presentation of owners invoice

= Owners agents bends

= taxes/dues/charges/wharfages if any on cgo/docs Chrs'
acct bends, same on vsl/flag/crew/ frt ownership
Ows' acct bends

= frt USD90/mt F.I.L.O under hook BSS1/1

Freight payable in USD in

full less comm, within (five) banking days after compl of loading

" / "

FROM :

FAX NO. :

Jul. 19 2004 20:42 P2

upon signing/releasing Bs/L marked 'freight payable as per C/P',
Should Chrs require 'freight prepaid' Bs/L, same to be released upon confirmation from the Chrs' Bank that the frt has been fully and irrevocably transferred
full frt deemed earned discountless non-returnable upon compl loading, vsl and/or cgo lost or not lost

= lashing/separation/dunnage material /time to be for Charterer's acct

= Cargo to be delivered to vessel as fast as vessel can receive, and taken away from the vessel as fast as vessel can deliver, otherwise detention clause apply

=Shipside tally if any tobe for owners account , shoreside tally if any tobe for charterer's account

= GA/ARBLondon, English law to apply. Short procedure for claims under USD 50,000.-

= proven force-majeure to be mutually accepted by Owners and Chrs

= Owners/vsl to be free from any ex ins premium on her oge

= otherwise as per gencon 94 , only with logical amendments

= comm.: 3.75% to virgilhonesty

+ e n d +

For and on behalf of charterer
VIRGILHONESTY(HK) ENTERPRISES
VIRGILHONESTY(HK) ENTERPRISES CO., LIMITED
CO., LTD. (港) 企業有限公司

Authorized Signature(s)

For and on behalf of owner
SGL SHIPPING LIMITED



Exhibit 2

(Yang Declaration)

Exhibit 2
(Yang Declaration)

FIXTURE NOTE

NO.SGL20070719006

The following shipment has been agreed today July 19, 2007 between the undersigned parties messrs "STEELFORCE FAR EAST LTD" as charterers and Messr "SGL Shipping Limited" as owner :

Performing vsf : Mv SALAMANCA
 Panama Flag Built 2000
 46,743 MT Dwt on 11.671 M saw
 Loa/Beam: 183.0M / 31.0M
 GRT 26,084 / NRT 15,577
 Speed abt 13.5 Knots
 Grain 59,077.36 / Bale 58,014.01
 5 Ho/ 5 Ha
 Cranes 4 x 30 tons
 All about

for

- fixture, negos to be kept strictly private & confidential

Cargo: 200mt steel plate, 5% MOLCO, 6m x 2.5m

part cargo allowed, under deck stowage only

= 1 GSB NANJING, CHINA/ 1 GSB BUENAVENTURA, COLOMBIA

= laycan: 26-30/JULY 2007

= CQD loading n discharge

= If at loading / discharging Port/s the vessel, having arrived, is unable to load / discharge due to shippers / receivers / their agents cargo documentation not being ready or in order or the shipper / receiver / their agents are unable to deliver / receive the said cargo, then any time lost to be for Charterers account and detention will accrue and fall due day by day at the rate of USD 35000 per day, pro rata and shall be paid within 3 days after presentation of owners invoice

= Owners agents bends

= taxes/dues/charges/wharfages if any on cgo/docs Chris' acct bends, same on vsf/flag/crew/frt ownership
 Ows' acct bends

= frt USD 88 PER MT FILO UNDER HOOK BSS1/1

Freight payable in USD in

full less comm within 5 (five) banking days after compl of loading

Steel Force Far East Ltd.

" 2 "

2

upon signing/releasing Bs/L marked 'freight payable as per C/P'.

Should Chrs require 'freight prepaid' Bs/L, same to be released upon confirmation from the Chrs' Bank that the fri has been fully and irrevocably Transferred

full fri deemed earned discountless non -returnable upon compl loading, vsi and/or cgo lost or not lost

= lashing/separation/dunnage material /time to be for Charterer's acct

= Cargo to be delivered to vessel as fast as vessel can receive, and taken away from the vessel as fast as vessel can deliver, otherwise detention clause apply

=Shipside tally if any to be for owners account , shoreside tally if any to be for charterer's account

= GA/ARBLondon, English law to apply. Short procedure for claims under USD 50,000.-

= proven force-majeure to be mutually accepted by Owners and Chrs

= Owners/vsi to be free from any ex ins premium on her age

= otherwise as per gencon 94 , only with logical amendments

+ e n d +

For and on behalf of charterer
STEELFORCE FAR EAST LTD

For and on behalf of owner
SGL Shipping Limited

SteelFORCE Far East Ltd
2001 Central Plaza
19 Harbour Road
Wanchai, Hong Kong



Exhibit 3

(Yang Declaration)

Exhibit 3
(Yang Declaration)

004

1. 付款人姓名 (Payor's Name)		2. 付款人地址 (Payor's Address)	
3. 付款人姓名 (Payor's Name)		4. 付款人地址 (Payor's Address)	
5. 付款人姓名 (Payor's Name)		6. 付款人地址 (Payor's Address)	
7. 付款人姓名 (Payor's Name)		8. 付款人地址 (Payor's Address)	
9. 付款人姓名 (Payor's Name)		10. 付款人地址 (Payor's Address)	
11. 付款人姓名 (Payor's Name)		12. 付款人地址 (Payor's Address)	
13. 付款人姓名 (Payor's Name)		14. 付款人地址 (Payor's Address)	
15. 付款人姓名 (Payor's Name)		16. 付款人地址 (Payor's Address)	
17. 付款人姓名 (Payor's Name)		18. 付款人地址 (Payor's Address)	
19. 付款人姓名 (Payor's Name)		20. 付款人地址 (Payor's Address)	
21. 付款人姓名 (Payor's Name)		22. 付款人地址 (Payor's Address)	
23. 付款人姓名 (Payor's Name)		24. 付款人地址 (Payor's Address)	
25. 付款人姓名 (Payor's Name)		26. 付款人地址 (Payor's Address)	
27. 付款人姓名 (Payor's Name)		28. 付款人地址 (Payor's Address)	
29. 付款人姓名 (Payor's Name)		30. 付款人地址 (Payor's Address)	
31. 付款人姓名 (Payor's Name)		32. 付款人地址 (Payor's Address)	
33. 付款人姓名 (Payor's Name)		34. 付款人地址 (Payor's Address)	
35. 付款人姓名 (Payor's Name)		36. 付款人地址 (Payor's Address)	
37. 付款人姓名 (Payor's Name)		38. 付款人地址 (Payor's Address)	
39. 付款人姓名 (Payor's Name)		40. 付款人地址 (Payor's Address)	
41. 付款人姓名 (Payor's Name)		42. 付款人地址 (Payor's Address)	
43. 付款人姓名 (Payor's Name)		44. 付款人地址 (Payor's Address)	
45. 付款人姓名 (Payor's Name)		46. 付款人地址 (Payor's Address)	
47. 付款人姓名 (Payor's Name)		48. 付款人地址 (Payor's Address)	
49. 付款人姓名 (Payor's Name)		50. 付款人地址 (Payor's Address)	
51. 付款人姓名 (Payor's Name)		52. 付款人地址 (Payor's Address)	
53. 付款人姓名 (Payor's Name)		54. 付款人地址 (Payor's Address)	
55. 付款人姓名 (Payor's Name)		56. 付款人地址 (Payor's Address)	
57. 付款人姓名 (Payor's Name)		58. 付款人地址 (Payor's Address)	
59. 付款人姓名 (Payor's Name)		60. 付款人地址 (Payor's Address)	
61. 付款人姓名 (Payor's Name)		62. 付款人地址 (Payor's Address)	
63. 付款人姓名 (Payor's Name)		64. 付款人地址 (Payor's Address)	
65. 付款人姓名 (Payor's Name)		66. 付款人地址 (Payor's Address)	
67. 付款人姓名 (Payor's Name)		68. 付款人地址 (Payor's Address)	
69. 付款人姓名 (Payor's Name)		70. 付款人地址 (Payor's Address)	
71. 付款人姓名 (Payor's Name)		72. 付款人地址 (Payor's Address)	
73. 付款人姓名 (Payor's Name)		74. 付款人地址 (Payor's Address)	
75. 付款人姓名 (Payor's Name)		76. 付款人地址 (Payor's Address)	
77. 付款人姓名 (Payor's Name)		78. 付款人地址 (Payor's Address)	
79. 付款人姓名 (Payor's Name)		80. 付款人地址 (Payor's Address)	
81. 付款人姓名 (Payor's Name)		82. 付款人地址 (Payor's Address)	
83. 付款人姓名 (Payor's Name)		84. 付款人地址 (Payor's Address)	
85. 付款人姓名 (Payor's Name)		86. 付款人地址 (Payor's Address)	
87. 付款人姓名 (Payor's Name)		88. 付款人地址 (Payor's Address)	
89. 付款人姓名 (Payor's Name)		90. 付款人地址 (Payor's Address)	
91. 付款人姓名 (Payor's Name)		92. 付款人地址 (Payor's Address)	
93. 付款人姓名 (Payor's Name)		94. 付款人地址 (Payor's Address)	
95. 付款人姓名 (Payor's Name)		96. 付款人地址 (Payor's Address)	
97. 付款人姓名 (Payor's Name)		98. 付款人地址 (Payor's Address)	
99. 付款人姓名 (Payor's Name)		100. 付款人地址 (Payor's Address)	

请在此处填写所有必要的信息，以便我们处理您的付款。
Please fill in the following information so we can process your payment.

3

第三联 申报主体留存联

第三联 核销主体留存联



Exhibit 4

(Yang Declaration)

*Exhibit 4
(Yang Declaration)*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CALDER SEACARRIER CORP.,

Plaintiff,

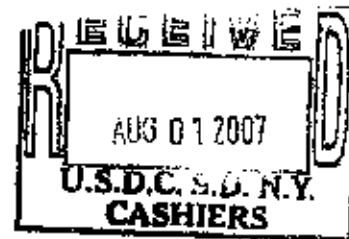
-against-

**VIKING MARINE S.A. and SINORICHES
GLOBAL LTD, a/k/a SGL SHIPPING
LIMITED,**

Defendants.

07 CV 6520 (LAK)

FIRST AMENDED COMPLAINT



PLEASE TAKE NOTICE that Plaintiff, CALDER SEACARRIER CORP., ("CALDER"), by its attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendants, VIKING MARINE S.A. ("VIKING") and SINORICHES GLOBAL LTD, a/k/a SGL SHIPPING LIMITED ("SINORICHES"), alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's diversity, pendent, supplementary and ancillary jurisdiction.
2. Plaintiff is a legal entity duly organized and existing pursuant to the laws of a foreign country.
3. Defendant VIKING is a business entity organized and existing pursuant to the laws of a foreign country with offices and a place of business located at c/o PRIAMOS MARITIME S.A., 72-74, Marathonos Str., 16673 Panorama Voulas, Athens, Greece.
4. Defendant SINORICHES is a business entity organized and existing pursuant to

the laws of a foreign country.

AS AND FOR CLAIMS AGAINST DEFENDANT VIKING

5. On or about June 6, 2007, Plaintiff, as charterer, and Defendant VIKING, as owner, entered into a charter agreement for the use of the M/V VERA.

6. Plaintiff complied with each and every requirement imposed by the agreement between the parties.

7. Defendant VIKING wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject charter agreement by, *inter alia*, failing to provide the said vessel, as per the terms of the charter agreement.

8. Defendant VIKING wrongfully, willfully, negligently, and/or fraudulently interfered with Plaintiff's right to enter into contracts relating to the use of the M/V VERA.

9. As a result of Defendant's breach of the subject charter agreement and tortious interference with Plaintiff's right to contract, Plaintiff has incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the charter agreement and at law.

10. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject charter agreement and violated Plaintiff's rights under the law.

11. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's damages due and owing under the charter agreement and at law.

12. Pursuant to the charter agreement, disputes are to be settled by arbitration, and arbitration between Plaintiff and Defendant is underway, accordingly.

13. Under the rules of such arbitration, interest, costs, and attorneys' fees are routinely awarded to the prevailing party.

14. As a result of Defendant's breach of the charter agreement and violation of Plaintiff's rights under the law, Plaintiff has sustained damages, and, as best as can now be estimated, Plaintiff expects to recover the following amounts, exclusive of interest, by way of arbitral award:

Principal Claim	\$721,286.31
Attorneys' and Expert's Fees,	\$250,000.00
Arbitration Expenses	\$100,000.00
Total	\$1,071,286.31

15. Plaintiff notes that the above claim figures constitute estimates derived from the information currently available and reserves the right to amend or adjust same in the event that newly discovered facts demand such amendment.

16. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

17. All conditions precedent required of Plaintiff in the aforesaid charter agreement have been performed.

AS ANT FOR A CLAIM AGAINST DEFENDANT SINORICHES

18. On or about June 7, 2007, Plaintiff, as entitled to do so under its Charter with VIKING, and Defendant SINORICHES, as shipper, entered into a contract of affreightment ("fixture agreement") for the shipment of a cargo of steel products on board the M/V VERA.

19. Plaintiff complied with each and every requirement imposed by the agreement between the parties.

20. Defendant SINORICHES wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject contract of affreightment by, *inter alia*, failing to pay freight, demurrage, port fees and other associated costs.

21. As a result of Defendant's breach of the fixture agreement Plaintiff has incurred, and will continue to incur costs and expenses for which Defendant is liable under the terms of the charter agreement and at law.

22. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject fixture agreement and violated Plaintiff's rights under the law.

23. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's

damages due and owing under the contract of affreightment and at law.

24. Pursuant to the contract of affreightment, disputes are to be settled by arbitration, and arbitration between Plaintiff and Defendant has been commenced or will shortly be commenced.

25. Under the rules of such arbitration, interest, costs, and attorneys' fees are routinely awarded to the prevailing party.

26. As a result of Defendant's breach of the fixture agreement and violation of Plaintiff's rights under the law, Plaintiff has sustained damages, and, as best as can now be estimated, Plaintiff expects to recover the following amounts, exclusive of interest, by way of arbitral award:

Principal Claim	\$1,600,684.00
Attorneys' and Expert's Fees	\$250,000.00
Arbitration Expenses	\$100,000.00
Total	\$1,950,684.00

27. Plaintiff notes that the above claim figures constitute estimates derived from the information currently available and reserves the right to amend or adjust same in the event that newly discovered facts demand such amendment.

28. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

29. All conditions precedent required of Plaintiff in the aforesaid contract of affreightment have been performed.

AS AND FOR ALLEGATIONS IN SUPPORT OF RULE B ATTACHMENT

30. Defendants VIKING and SINORICHES cannot be found, within the meaning of Rule B of the Federal Rules of Civil Procedure Supplemental Rules for Certain Admiralty and Maritime Claims, within this District, but, upon information and belief, Defendants have or will have during the pendency of this action, assets within this District and subject to the

jurisdiction of this Court held in the hands of garnishees including, but not limited to, Bank of America, Bank of New York, Citibank, HSBC Bank USA N.A., J.P. Morgan Chase, Standard Chartered Bank, Siam Commercial Bank, Wachovia Bank N.A., Deutsche Bank AG, ABN AMRO Bank N.V. and/or DBS Bank Ltd, which are believed to be due and owing to Plaintiff.

31. For the purpose of obtaining personal jurisdiction over Defendants and securing Plaintiff's claim as described above, Plaintiff seeks and order from this Court directing the Clerk of the Court to issue process of maritime attachment and garnishment pursuant to Rule B of the Federal Rules of Civil Procedure Supplemental Rules for Certain Admiralty and Maritime Claims and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., restraining and attaching any assets, cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit freights, sub-freights, charter hire, sub-charter hire, and/or other assets belonging to, due or for the benefit of Defendants, including but not limited to such assets as may be held, received or transferred in its own name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking institutions including but not limited to the aforesaid garnishees and/or any other garnishee upon whom a copy of the Process of Maritime Attachment and Garnishment may be served.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against Defendants VIKING and SINORICHES, citing them to appear and answer under oath *all* and singular the matters alleged in the Complaint;

B. That, since Defendants cannot be found in this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Court directs the Clerk of the Court to issue an order, pursuant to Rule B of the Federal Rules of Civil Procedure Supplemental Rules for Certain Admiralty and Maritime Claims and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., restraining and attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including but not limited to the Bank of America, Bank of New York, Citibank, HSBC Bank USA N.A., J.P. Morgan Chase,

Standard Chartered Bank, Siam Commercial Bank, Wachovia Bank N.A., Deutsche Bank AG, ABN AMRO Bank N.V., DBS Bank Ltd., and/or any other garnishee upon whom a copy of the Process of Maritime Attachment and Garnishment may be served, in the amount of \$1,071,286.31 (VIKING) and \$1,950,684.00 (SINORICHES) to secure Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and answer the matters alleged in the Complaint;

C. That the Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof.

D. That Plaintiff has such other and further relief as this Honorable Court may deem just and proper.

Dated: New York, NY

August 1, 2007

Respectfully submitted,

MAHONEY & KEANE, LLP.
Attorneys for Plaintiff
CALDER SEACARRIER CORP.

By: 

Garth S. Wolfson (GW 7700)
111 Broadway, 10th Floor
New York, NY 10006
Tel. (212) 385-1422
Fax (212) 385-1605
Our File No. 12/3437

SERVICE LIST

VIKING MARINE S.A.
c/o PRIAMOS MARITIME S.A., 72-74,
Marathonos Str., 16673 Panorama Voulas,
Athens, Greece

SINORICHES GLOBAL LTD a/k/a SGL
SHIPPING LIMITED

Exhibit 5

(Yang Declaration)

Exhibit 5
(Yang Declaration)

02/08/07 FRI 14:00 FAX

0001

SHANGHAI FAREAST INT'L SHIPPING CO., LTD
ROOM1001, NO. 133 TIAN TONG ROAD, SHANGHAI, P.R. CHINA

BOOKING NOTE

NO. FEIS420070608002

The following shipment has been agreed this day 08TH JUNE 2007 between the undersigned parties SHANGHAI FAREAST INT'L SHIPPING CO., LTD as charterers and SINORICHES GLOBAL LTD as disponent owners;

Performing Vessel: M.V. --MY VERA DE SUS
 (MY VERA DE ERA)

NO. BALTICNET 77 JAPAN, DWT 54,531 MTS AT 15.40 MMS SUMMER DRPT
 PANAMA FLAG - LOA: 187.95 M, LBP: 175.00 MTS, DRAUGHT: 27.00 M
 DEPTH: 10.26 M - BRIGANT 23.05 M 12.68
 4 COWS X 13 SWL 13. COWS and 13 SWL 13.7 mms
 SHORE: MA COVERS "EDMAN'S STEEL ROLLING" - TIO-13.7
 GRABBER: 48.563 / 47.34 COW
 PANAMA COW: 23.05 M 12.68, CO2 FITTED
 HODS COW BREAKDOWN
 ADA

Future, negotiable kept strictly private & confidential.

Port of Loading: 1 Safe Berth CHANGSHU CHINA AAAA
 Port of Discharge: 1 Safe Berth RAVENNA AAA
 Owners berth both ends.

Cargo: 5800 mt STEEL PLATE AND COILS 5% MOLOCO
 13200 MT STEEL PRODUCTIONS 5% MOLOCO

- Laycan 13/20 JUNE 2007

Freight:

USD 73.00 per mt NET FIOST bss 1/1, 5800 mt STEEL PLATE AND COILS 5% MOLOCO
 USD 77 PER MT 2.5% COM FIOST bss 1/1, 13200 MT STEEL PRODUCTIONS 5% MOLOCO
 Unloading securing dunnage if any to be for charterer's account

Cargo to be delivered as fast as vessel can receive, and taken away from the vessel as fast as vessel can deliver.

Freight payable in United States dollars in full less commission (if any) within five (5) banking days after completion of loading upon signing / releasing bill of lading checked freight payable as per Charter party.

1000

5

08/08/07 FRI 14:01 FAX

01002

Should Charterers require "freight prepaid" bills of lading, same to be released once full freight received into owners bank or upon written confirmation from the charterers and their bank that the freight has been fully and irrevocably transferred to owners account. Full freight is deemed earned discountless and non-refundable upon completion of loading, ship and / or cargo lost or not lost.

- PENAMICO NO TITLE bills of lading shall be issued into which bill this booking note shall be fully incorporated.

- Taxes / dues / charges / wharfages if any on cargo / freight / documents for Charterers account both ends.

Taxes / dues / charges on vessels flag / crew / ownership for Owners account both ends. Owners to be free from any extra insurance premiums imposed because of cargo carried, which to be for charterers account.

- If at loading / discharging Port/s the vessel, having arrived, is unable to load / discharge due to shippers / receivers / their agents cargo documentation not being ready or in order or the shipper / receiver / their agents are unable to deliver / receive the said cargo, then any time lost to be for Charterers account and detention will accrue and fall due day by day at the rate of USD 38500 per day, pro rata and shall be paid within 3 days after presentation of owners invoice.

- The owners shall have a lien on the cargo and on all sub-freight payable in respect of the cargo, for freight, deadweight, detention, claims for damages and for all other amounts due under the booking note, including costs of recovering same.

- This fixture, negotiations to be kept strictly private and confidential.

- All terms and conditions including law and arbitration clause of Gencon 1994 Charter party fully incorporated herein, with logical amendments with booking note terms to prevail in case of conflict.

For and on behalf of Charterers:
SHANGHAI SHIPING CO. LTD.



For and on behalf of Owners:
SHANGHAI SHIPING CO. LTD.

[Signature]
Authorized Signature

Exhibit 6

(Yang Declaration)

Exhibit 6
(Yang Declaration)

FIXTURE NOTE

add: BYB INT'L TRADING & TRANSPORTATION CO. LTD
owner: ALLIED MARITIME INC

- CP DATED: 27TH JUNE 2007
- performing vsl: M/V Paradise Island
Single deck bulk carrier
Highest Class: NKK
Panama Flag
Built 2001
DWT 46,513 MT m 11.807 M SWW
GRT 25,545
NRT 15,898
Loa 183.0 M
Beam 30.95 M
Gear 4x30 MT
5 holds
5 hatches
Hatch Dims: 1/3) 17.1 x 13.6 2/4/5) 19.8 x 15.6
speed 13.5 knots
A.D.A



for

- for a full or part cargo of ABT 7500MT WIRE ROD in coil
- under deck stowage only
- 1 SPB Bayuquan, CHINA/ 1 SPB Callao, Peru
- binds ows to satisfy themselves for eventual prevailing restrictions in respect of loa/beam/draft/tide
- laycan 17-23/Jul 2007
- freight usd 80.00 per MT FILO under hook bss 1/1
- 100% of freight payable less td comm w/n 5 days after completion of loading.
- In case master may have remarks as to ogo condition, which to be

" 6 "



FOR AND ON BEHALF OF THE HONORABLE OWNERS
AS PER AUTHORITY

DESKAR INTERNATIONAL & TRADING CO. LTD
AS BROKERS ONLY

cargo related only, same he is allowed to insert into mates receipt only, however bsl to be signed 'clean'. In case required chrs (chrs & shipper) to issue and sign respective I.O.I. (as per wording - sub approval) and same to be faxed to ows prior release of bsl.

bsl marked 'freight prepaid' only to be released upon chrs bank hv confirmed to ows bank irrevocable frt-payment and upon receipt of owners' authorization.

- full freight deemed earned on compl of loading and is due discountless and nonreturnable ship/cargo lost or not lost. each party to bear it's own bank charges.
- c.q.d. loading/disch with no demurrage/no dispatch
- detention at load/dischport to apply:-
 - a) non readiness of ego for shipment
 - b) customs/export documents not in order on vsls arrival
- detention rate usd 30,000,00 day/rate
- compulsory shipside tally if any, to be for owners acct, compulsory shoreside tally if any, to be for chrs acct
- any taxes/dues on cargo to be for chrs/shippers acct, same on vsl/crow and freight, any to be for owners acct
- chrs/vessel to be responsible for number of pieces loaded and as per for in the bsl
- owners' agents both ends
- lashing/damage/separation if any to be for charterer/shippers account
- extras for vsls age to be for chrs acct
- ows agree that chrs resp shippers/receivers may attend the vsl during load/disch by a surveyor and taking photos.
- all negos and evtl fixture to remain strictly p+c and not to be reported to 3rd parties.
- owse gencon 94 with logical amendments as per m/terms agreed and sub re-viewing.



FOR AND ON BEHALF OF DISSENTING OWNERS
AS PER AUTHORITY

DETHMAN CHARTERING & TRADING CO/TH
AS SHIPPER ONLY

PO3

- 3,75pc to here incl address commit

- ৭মিঃ রেকর্ড

For and on behalf of signers:

For and on behalf of
THE HONGKONG & SHANGHAI CO. LIMITED
香港上海匯豐銀行有限公司

For and on behalf of owners

FOR AND ON BEHALF OF DISCREPANT OWNERS
AS PER AUTHORITY

DEMAR CHARTERED & TRAINING MEN
AS BROKERS ONLY



Exhibit 7

(Yang Declaration)

Exhibit 7
(Yang Declaration)

ALLIED MARITIME INC.
80 BROAD STREET
MONROVIA - LIBERIA

C/O ALLIED MARITIME INC.

3, G. Drossini Str. Voulas 166 73
 Athens, GREECE
 Tel (210) 9657116, (210) 9658843
 (210) 9658660 Fax (210) 9657175
 Tlx 214076 ALMA GR

38/07/07

TO MESSRS BTB INTERNATIONAL

FREIGHT INVOICE

RE: M/V PARADISE ISLAND - ACCT BTB INTERNATIONAL

Vessel completed loading having taken:

3,577 coils = 7,378.16 m.t.

Freight Invoice

usd 590,252.80 = 7,378.16 m.t. at usd 80.00 m.t.

usd(22,134.48) = 3.75% commission

usd 568,118.32 = due Allied Maritime

WHICH AMOUNT PLEASE TELEGRAPHICALLY REMIT AS FOLLOWS:

BANK	HSBC BANK PLC 93 AKTI MIAOULI PIRAEUS BRANCH GREECE SWIFT CODE: MIDLGRAA CORRESPONDENT BANK IN NEW YORK: HSBC BANK USA NEW YORK SWIFT CODE: MRMDUS33
FAVOUR	ALLIED MARITIME INC
ACCOUNT NO	IBAN NO. GR 6807100910000001048610036
AMOUNT	US DOLLARS 568,118.32
REF	M/V PARADISE ISLAND - ACCT BTB INTERNATIONAL



Exhibit 8

(Yang Declaration)

Exhibit 8
(Yang Declaration)

辽宁营口船务代理公司
CHINA MARINE SHIPPING AGENCY LIAONING YINGKOU COMPANY

收货单

MATES RECEIPT

S/O# 81110

船名 PARADISE ISLAND/ADON 目的地 CALLAO, PERU
S/S _____ For _____
托运人 DALLAN DUMUJIAN GROUP CO., LTD
Shipper NO. 212 ZHONGSHAN RU SHANGHAI DIST. DALLAN CHINA
收货人 TO ORDER
Consignee _____
通知 PRODUCTUS DE ALBERO CASSANO SA, 4-29 AV. NOSTRE SEÑOR DE LA CRUZ, CALLAO, LIMA, PERU
Notify _____

兹将下列完好状况之货物接船后希签单收讫

Receive on board the undermentioned goods apparent in good order and condition and sign the accompanying receipt for the same

标记及号码 Marks & Nos.	件数 Quantity	毛重量公斤 Gross Weight in Kilos	尺码 Measurement 立方公尺 Cub.M.
PARTIAL RUSTY Quality AS-PHOTO SHIPPER'S QUANTITY AS PER 1400 TALLY	3,046 TOTAL SAY THREE THOUSAND AND FORTY SIX UNITS ONLY Total Number of package in Writing	7.20	

日期 2007-01-21 时间 21:50
Date Time

装入封套
Sealed HATCH No. 1, No. 3, No. 4, No. 5

实收
Received 3,046 CCLS

理货员签名 姜德天字
Tallied By

大副
Chief Officer



8

辽宁营口船务代理公司

CHINA MARINE SHIPPING AGENCY LIAONING YINGKOU COMPANY

收货单

MATES RECEIPT

S/ON 07104

船名 PARADISE ISLAND/ANCH 目的地 CALLAO, PERU
 S/S. For
 托运人 DALLAN DUNN/ELIAN GROUP CO., LTD.
 Shipper N/O 31522XRUISHAN KID SHANGHAI JUST DALLAN, QILHA
 收货人 TO DUNN
 Consignee
 通知 PRODUCTUS DE ALBERO CASSANO SA, 642 AV. NESTOR URSABE 10110 CALLAO, PERU
 Notify

兹将下列完好状况之货物装船后希签署收货单

Receive on board the undermentioned goods apparent in good order and condition and sign the accompanying receipt for the same

标记及号码 Marks & Nos.	件数 Quantity	货名 Description of Goods	毛重公斤 Gross Weight in Kilos	尺码 Measurement — 立方公尺 Cu. M.
Partly Asstg Quality 2nd pack SHIPPED & QUANTITY AS per 1000 TALLY 共计件数(大写) Total Number of package in Writing	5100	COILS STEEL WIRE ROPE	770	
TOTAL SAY IN FIGURES ONLY ONE TON ONLY				

日期 2007-07-27 时间 06:45
 Date Time

装入何船

Stowed MARCH NO. 3

共收

Received 531 COILS

理货员签名

Tallied By

大副

Chief Officer



58

210
 216
 176
 102

Exhibit 9

(Yang Declaration)

Exhibit 9
(Yang Declaration)

Edward A. Keane*
Cornelius A. Mahoney*
Garth S. Wolfson*

Jorge A. Rodriguez**

Of Counsel

Stephen J. Murray

* Practiced in NY

** Practiced in CT

MAHONEY & KEANE, LLP

Attorneys at Law

111 Broadway, Tenth Floor

New York, New York 10006

Telephone (212) 385-1422

Facsimile (212) 385-1605

lawoffices@mahoneykeane.com

Connecticut Office

14 Pilgrim Lane

Weston, CT 06883

Tel: (203) 222-1019

Fax: (203) 222-0252

August 14, 2007

VIKING MARINE S.A.
c/o PRIAMOS MARITIME S.A., 72-74,
Marathonos Str., 16673 Panorama Voulas,
Athens, Greece

SINORICHES GLOBAL LTD, a/k/a
SGL SHIPPING LTD
Shidai Building No. 7, Room 1901
Gangwan Road, Zhongshan District
Dalian, China PC 116001

CHU BEIPING & CO. LAW OFFICE
Room 1318-1319, Tower A of Mingshi Fortune
Center, No. 20
Gangwan Road, Zhongshan District
Dalian, China PC 116001

Re: CALDER SEACARRIER v. VIKING MARINE,
ET AL.
USDC/SDNY, 07 CV 6520 (LAK)
Our File No. 12/3437

Dear Sir or Madam:

We represent Plaintiff, CALDER SEACARRIER CORP., in the above-referenced matter. Our client has authorized us to commence an action to recover funds currently due by Defendants VIKING MARINE S.A. ("VIKING"), and SINORICHES GLOBAL LTD a/k/a SGL SHIPPING LIMITED ("SGL") resulting from the breach of maritime contracts. Pursuant to their request, we have filed a Summons and Complaint naming VIKING MARINE S.A. and SINORICHES GLOBAL LTD, a/k/a SGL SHIPPING LIMITED as Defendants. Additionally, we have sought and obtained an Ex Parte Order, permitting the attachment or garnishment of funds belonging to the Defendants, which may be found in the Southern District of New York, the venue for the underlying claim. Enclosed for your review are the following documents:

1. Plaintiff's First and Amended Summonses and Complaints;
2. Ex Parte Orders signed by Judges Richard M. Berman and George B. Daniels, of the Southern District of New York; and
3. Writs of Attachment, issued by the Clerk of the Southern District Court.

* 9 *

MAHONEY and KEANE

Currently, as per our request, J.P. Morgan has attached a wire transfer from Defendant VIKING, totaling \$5,925.00. Citibank has also restrained funds belonging to VIKING totaling \$19,143.00. The total funds currently restrained from VIKING are \$25,068.00.

Also, The Bank of New York has restrained \$568,092.32, belonging to Defendant SGL.

Please consider this letter Notice to Defendant, pursuant to Fed. R. Civ. P. Rule B(2) and Local Rules relating thereto.

Thank you for your attention in this matter.

Sincerely yours,

MAHONEY & KEANE LLP

By: 

Jorge A. Rodriguez

Encl.

Cc: VIA EMAIL cbuchholz@rawle.com (w/o enclosures)
Carl D. Buchholz, III
Rawle & Henderson

Exhibit 10

(Yang Declaration)

Exhibit 10
(Yang Declaration)

amp

From: Jorge Rodriguez [jrodriguez@mahoneykeane.com]
Sent: Thursday, August 23, 2007 5:31 PM
To: 'Garth Wolfson [Mahoney & Keane]'; amp
Subject: RE: M/V VERA

Mr. Fare:

As per Mr. WOLFSON's request, we inform you that garnishee DEUTSCHE BANK is currently restraining \$81,041.22 of SCL SHIPPING LTD's funds. I will request further detail on the attachment, and forward such information once it is received.

Best regards,

J. Rodriguez/s/

Jorge A. Rodriguez, Esq. * Mahoney & Keane, LLP. * 111 Broadway, 10th Floor
* New York, New York 10006

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

" 10 "

Exhibit 11

(Yang Declaration)

Exhibit 11
(Yang Declaration)

SGL SHIPPING LIMITED

TO: STEEL FORCE FAR EAST LTD

FM: SGL SHIPPING LIMITED

DD: 16TH AUGEST 2007

RE: MV SALAMANCA

INV NO.: SA070816001

FREIGHT INVOICE

Ship's Name : MV SALAMANCA

B/L NO: F28-F37/F46-F48/F52

Cargo: 920,923MT H-BEAM

Freight : 920,923 MT X US\$88.00

= US\$81,041.22

TOTAL DUE TO OWNER : US\$81,041.22

Kindly check and pay above to below account asap : (NET BANK CHARGE)

BANKER: NANYANG COMMERCIAL BANK LTD, HONGKONG

SWIFT ADDRESS :NYCBHKHH

A/C NO.: 043-457-100-053-13

IN FAVOUR OF : SGL SHIPPING LIMITED

REF: MV SALAMANCA

E. & O.E

